IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

)	
)	Case No. 19-23231 GLT
)	Chapter 13
)	Docket No.
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NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED AUGUST 13, 2019

- Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13
 Plan dated August 10, 2020 that is attached hereto. Pursuant to the Amended
 Chapter 13 Plan, the debtor seeks to modify the confirmed Plan in the following
 particulars:
 - a. The Chapter 13 Plan payment will increase to \$1,920.00 effective August 2020.
 - b. PennyMac Loan Services will begin receiving \$765.77 per month beginning September 2020.
 - c. The interest rate due to PSECU has been reduced to 2.99%.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors in the following particulars:

- a. PennyMac Loan Services will receive \$765.77 per month beginning
 September 2020.
- b. PSECU will begin being paid at 2.99% interest.
- 3. The debtor submits that the reasons for the modification are as follows:
 - a. The Chapter 13 payment is being increased to address an increase in escrow.
 - b. PennyMac Loan Services will begin receiving \$765.77 per month beginning September 2020 due to a Notice of Mortgage Payment Change filed on August 7, 2020.
 - c. The interest rate due to PSECU has been corrected to 2.99% as per the
 Proof of Claim No. 8.
- 4. The debtor submits that the requested modification is being proposed in good faith and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modification being sought by way of this Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan and for such other relief the Court deems equitable and just.

Respectfully submitted,

August 10, 2020 DATE /s/ Lauren M. Lamb

Lauren M. Lamb, Esquire Attorney for the Debtors STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 209201 Fax No. (412) 391-0221 llamb@steidl-steinberg.com

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Fill in this info	rmation to identify y	our case:					
Debtor 1	Brian First Name	R. Middle Name	Hefferin Last Name		Check if this in plan, and list		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		sections of the		hat have
United States Bar	nkruptcy Court for the We	estern District of F	² ennsylvania	2	2.1, 3.1, 3.3		
Case number (if known)	19-23231-GLT						
Western [District of Pe	nnsylvan	<u>iia</u>				
Chapter	13 Plan D	ated: Au	ıg 10, 2020				
Part 1: Noti	cas						
To Debtors:	This form sets our indicate that the	option is appro	opriate in your circu	in some cases, but the prese umstances. Plans that do no an control unless otherwise o	ot comply with loc	al rules	
	In the following notion	ce to creditors,	you must check each	box that applies.			
To Creditors:	YOUR RIGHTS MA	Y BE AFFECT	ED BY THIS PLAN.	YOUR CLAIM MAY BE REDUC	ED, MODIFIED, OR	ELIMIN	IATED.
	You should read thi attorney, you may w		•	our attorney if you have one in th	iis bankruptcy case.	If you c	do not have a
	ATTORNEY MUST THE CONFIRMATE PLAN WITHOUT F	FILE AN OBJ ION HEARING, URTHER NOTI	IECTION TO CONFIF , UNLESS OTHERW ICE IF NO OBJECTION	OUR CLAIM OR ANY PROVI RMATION AT LEAST SEVEN (ISE ORDERED BY THE COU ON TO CONFIRMATION IS FILI OF OF CLAIM IN ORDER TO B	7) DAYS BEFORE RT. THE COURT ED. SEE BANKRU	THE DA MAY CO PTCY R	ATE SET FO ONFIRM TH ULE 3015.
	includes each of	the following is		Debtor(s) must check one boo led" box is unchecked or bot n.			
	or no payment to			B, which may result in a partial e action will be required to		• I	Not Included
			y, nonpurchase-mor d to effectuate such l	ney security interest, set out in imit)	n _ Included	(• N	Not Included
I.3 Nonstanda	rd provisions, set o	ıt in Part 9			○ Included	N	Not Included
Part 2: Plar	n Payments and L	ength of Plan	1				
1 Debtor(s) will	make regular payme	ents to the trus	tee:				
Total amount of	of \$ <u>1,920.00</u>	per month for	a remaining plan terr	m of <u>49</u> months shall be pa	id to the trustee fro	m future	e earnings as
Payments	By Income Attachm	ent Directly b	by Debtor	By Automated Bank Transfer			
D#1	\$1,920.00		\$0.00	\$0.00			
D#2	\$0.00		\$0.00	\$0.00	_		
(Income attach	ments must be used t	ov debtors havir	ng attachable income)	(SSA direct deposit recipier	mts only)		

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2.2	Additional payments:			· ·					
	Unpaid Filing Fees available funds.	. The balance of \$	shal	l be fully paid by	the Truste	ee to the Clerk	of the Bankruptcy	/ Court from the first	
	Check one.								
	None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced.								
		make additional payme each anticipated payme		ee from other s	ources, as	specified belo	ow. Describe the	source, estimated	
2.3		pe paid into the plan (pources of plan funding			y the trus	tee based on	the total amoun	t of plan payments	
Pai	rt 3: Treatment of	Secured Claims							
3.1	Maintenance of payme	nts and cure of default	, if any, on Long-	Term Continuir	ng Debts.				
	Check one.								
	None. If "None" is o	checked, the rest of Sect	on 3.1 need not be	e completed or r	eproduced				
The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trace arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments upon as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.						ustee. Any existing e automatic stay is			
	Name of creditor	Col	lateral		ins pay	rent tallment ment luding escrow)	Amount of arrearage (if any)	Start date (MM/YYYY)	
	Pennymac Loan Se Account Ending in 4		2 Laurel Street, B	ridgeville, PA 15	5017	\$765.77	\$6,013.38	09/2020	
	Insert additional claims a	as needed.							
3.2	Request for valuation of	of security, payment of	fully secured cla	ims, and modif	ication of	undersecured	claims.		
	Check one.								
	None. If "None" is o	checked, the rest of Secti	on 3.2 need not be	e completed or r	eproduced				
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The debtor(s) will request, <i>by filing a separate adversary proceeding</i> , that the court determine the value of the secured claims listed below.								
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed <i>Amount of secured claim.</i> For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.								
	The portion of any allow amount of a creditor's s unsecured claim under F	ecured claim is listed be	elow as having no	value, the cred	ditor's allov	ved claim will	be treated in its		
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims set to credito claim	nior secured		Monthly payment to creditor	
		\$0.00		\$0.00	\$0.0	\$0.00	0%	\$0.00	

Debtor(s**Casse**n**19-23231-GLT** Doc 28 Filed 08/10/20 Entered 08/10/2015:40:0119-20@\$@Main Page 6 of 12 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate **Toyota Financial Services** \$23.720.59 6% \$583.00 2017 Toyota Corolla Account Ending in 0001 **PSECU** \$9,236.76 2.99% \$183.00 2014 Honda Valkyrie Account Ending in 0003 Insert additional claims as needed. 3.4 Lien Avoidance. Check one None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral Modified principal Interest Monthly payment balance* or pro rata rate \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

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3.6	Secure	d tax	claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, P.C.	In addition to a retainer of	§1,100.00	(of which \$500.00	was a
payment to reimburse costs advanced and/or a no-look costs deposi	t) already paid by or on behalf	of the debtor,	the amount of \$3,40	0.00 is
to be paid at the rate of \$200.00 per month. Including any retain	ner paid, a total of \$	in fees and	costs reimbursement	has beer
approved by the court to date, based on a combination of the r	no-look fee and costs deposit	and previous	sly approved applica	tion(s) fo
compensation above the no-look fee. An additional \$v	vill be sought through a fee ap	plication to be	filed and approved b	pefore any
additional amount will be paid through the plan, and this plan conta	ins sufficient funding to pay th	at additional a	amount, without dimin	ishing the
amounts required to be paid under this plan to holders of allowed uns	ecured claims.			
Check here if a no-look fee in the amount provided for in Local Ba	ankruptcy Rule 9020-7(c) is bei	ng requested for	or services rendered	to the

debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of

4.4 Priority claims not treated elsewhere in Part 4.

compensation requested, above).

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority Domestic Sur	port Obligations not assigned or	r owed to a governmental unit.
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	If the debtor(s) is/are currently paying Domestic debtor(s) expressly agrees to continue paying and				
	Check here if this payment is for prepetition ar	rearages only.			
	Name of creditor (specify the actual payee, e.g. F SCDU)	PA Description		Claim	Monthly payment or pro rata
				\$0.00	\$0.00
	Insert additional claims as needed.				
Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires the payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid					
			_	\$0.00	
	Insert additional claims as needed.				
.7	Priority unsecured tax claims paid in full.				
	Name of taxing authority T	otal amount of claim	Type of tax	Interest rate (0% it blank)	Tax periods
		\$0.00		0%	
	Insert additional claims as needed.				

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Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately classified.	

Debtor(s) **ESTIMATE(S)** that a total of \$12,000.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$0.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. \$1325(a)(4).

The total pool of funds estimated above is **NOT** the **MAXIMUM** amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 23 ______%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.

The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.

Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
	\$0.00	\$0.00	\$0.00	

Insert additional claims as needed.

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

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5.4	Other separately classified in	onpriority unsecured ciains.							
	Check one.								
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.								
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:								
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearage to be paid	rate p	Estimated total payments by trustee			
				\$0.00	0%	\$0.00			
	Insert additional claims as need	ded.							
Pa	rt 6: Executory Contrac	ts and Unexpired Leases							
6.1	The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor Description of leased property or Current Amount of Estimated total Payment								
		executory contract	installment payment	arrearage to be paid	payments by trustee	date (MM/ YYYY)			
			\$0.00	\$0.00	\$0.00				
	Insert additional claims as need	ded.	_						
Pa	rt 7: Vesting of Propert	y of the Estate							
7.1	Property of the estate shall n	ot re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the con	firmed plan.			
D-									

Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/ Lauren M. Lamb	DateAug 10, 2020	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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